

DOCKET NO.: KNO -FA 23-6109413

SUPERIOR COURT

SARAH BERNIER

J.D. OF NEW LONDON

V.

AT NORWICH

GEORGE BERNIER

MAY 21, 2024

MEMORANDUM OF DECISION

The court finds that it has jurisdiction and that all statutory stays have expired. A trial was held before the undersigned on May 20, 2024. Both parties appeared at trial and were self-represented.

The court has fully considered the criteria of General Statutes §§ 46b-81, 46b-82, 46b-84, 46b-56, and 46b-56c, The Rules of Practice §§ 1-27 as well as the evidence, applicable case law, the demeanor and credibility of the witnesses and arguments in reaching the decisions reflected in the orders that issue in this decision. The Court has taken judicial notice of all pleadings in the court file. The financial affidavits of the parties are ordered unsealed pursuant to Practice Book § 25-59A (h) as this is a contested matter.

FACTUAL FINDINGS

The court finds that the following facts were proven by a preponderance of the evidence:

1. The plaintiff and the defendant were married on September 15, 2015, at Gales Ferry Connecticut.
2. One of the parties has resided continuously in the state of Connecticut for at least one year prior to the commencement of this action.

3. The marriage of the parties has broken down irretrievably without the prospect of reconciliation. The parties have been separated for approximately four years.
4. There has been born to the wife since the date of the marriage one child, Ruby Bernier, born August 5, 2016.
5. No other children have been born to the wife since the date of the marriage.
6. Neither party has received assistance from any State or local agency.
7. The parties have been living separate and apart amicably. The husband resides in the former marital residence. The wife took approximately \$25,000 from her savings and built a small apartment in her mother's home. This was a marital asset.
8. At the time of the marriage, the parties had few assets and most of the marital estate was accumulated during the course of the marriage.
9. Neither party blamed the other for the breakdown of the marriage.
10. The parties stipulate that the court may retain continuing jurisdiction regarding post-majority educational support pursuant to C.G.S. § 46b-56c.
11. There presently exists as marital assets the marital residence (solely in the husband's name) valued at between \$265,000 and \$300,000. There is a mortgage in the amount of \$175,000 and a debt consolidation loan of approximately \$35,000 which the husband attributes approximately \$25,000 to himself and argues that \$10,000 of which is joint marital debt for things such as veterinary bills, auto repairs, tires and chimney repairs. The wife had no knowledge or information regarding this loan.

12. The husband is a police officer and has both an unvalued pension and a 457b retirement plan containing approximately \$90,000. The wife has no retirement plan.

13. The parties were married in 2015. He served as a Plainfield police officer commencing in 2006, left the force for another force and then returned in 2011. Therefore, some of his retirement is premarital and some is marital. The husband has \$2,000 in the bank and a motor vehicle with no stated value. The wife has a motor vehicle valued at \$4,000 and \$1,200 in the bank.

14. Other than liens on the home, the only debt is the wife's \$4,100 in credit card debt.

15. As a Plainfield police officer, in 2023, with substantial overtime, the husband earned \$143,000 per year which is the figure he provided on his sworn financial affidavit. Nonetheless, he testified that overtime has dried up substantially and that he will only earn \$83,000 in 2024. He also argued that his caregiving schedule for his daughter interferes with his ability to work overtime, but the wife testified credibly that the present access schedule has persisted all through 2023. At the insistence of the court, the husband provided his most recent paystub showing \$42,707 year-to-date over 17½ weeks yielding an average weekly gross pay of \$2,440. Annualized, this will yield \$127,000 per year, a figure which the court will utilize for its child support and alimony calculations.

16. The husband has not filed a tax return for 2022 and 2023, which has caused the wife's refunds to be intercepted. The husband agreed that he would file his tax returns by June 30 and the wife is not seeking compensation for this.

17. The wife is a self-employed hairdresser earning \$889 per week. She is seeking an order of alimony for nine years.

18. Based on the incomes of the two parties, the presumptive child support figure would be \$239 per week. It should be noted that currently, the husband is paying \$250 per week and incurring no debt.

19. To their credit, the parties have crafted a custody and access plan which follows the husband's rotating police schedule.

20. The court finds that the disparity in income between the parties calls for a period of rehabilitative alimony.

21. The home is a marital asset which should be sold and divided equally but the wife should get the first \$25,000 as a result of the portion of the home equity loan attributable to the husband himself.

22. The husband's retirement assets are both premarital and of an unknown the value. The court is mindful that to divide such assets requires expensive QDRO documentation which neither party can easily afford. As a result, the court will award to the wife a greater share of the value of the home and a longer period of alimony than it would ordinarily have given while allowing the husband to retain his retirement accounts.

ORDERS

1. The parties shall share joint legal custody of their minor child with primary residence with the mother. The father shall have access with the child on his two days off per week as well as from off the school bus on Thursday and Friday until bedtime and every

other Tuesday. The mother shall have the right of first refusal should the father be unable to be with the child for more than six hours during his parenting time. The parties may utilize the maternal grandmother or the father's fiancé as caregivers but all other babysitters must be preapproved by both parties.

2. The parties shall share equally major holidays, the child's birthday and all school vacations. The mother shall always have Mother's Day and the father shall always have Father's Day.

3. The father shall pay child support in the amount of \$239 per week and maintain major medical insurance for the child through his employment. The mother shall pay 42% and the father shall pay 58% of any unreimbursed medical expenses.

4. The court will retain continuing jurisdiction regarding post-majority educational support pursuant to Connecticut Gen. statutes section 46b-56c.

5. The parties shall alternate the tax dependency credit for the child with the mother taking even years and the father taking odd years so long as he is current on his child support for that year.

6. The husband agrees to and shall be responsible for paying the back car taxes due on the wife's motor vehicle.

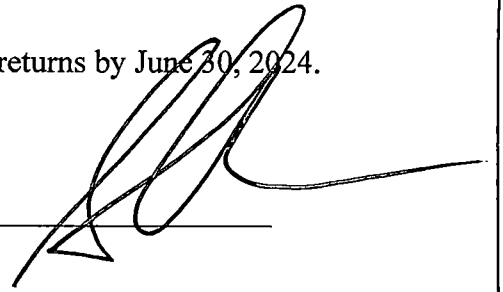
7. Both parties shall maintain life insurance in the amount of \$100,000 for the benefit of the minor child. The wife shall be the trustee of the proceeds from the father's life insurance and the wife's sister shall be the trustee for the proceeds of the mother's life insurance.

8. The husband shall pay alimony to the wife in the amount of \$121 per week for a period of six years.
9. The husband shall list the marital residence for sale utilizing Tammy Tinnerello as the real estate agent and follow her recommendations as to pricing and terms and conditions. The home shall be listed for sale by June 10, 2024. For every day after June 10, 2024 that the home is not listed, the husband shall pay to the wife \$100 per day for every day that the home is not listed out of his share of the sale proceeds.
10. Upon the sale of the marital residence, after all customary expenses, liens and taxes are paid, the wife shall receive the first \$25,000 and the balance shall be split equally.
11. The court will retain continuing jurisdiction regarding the sale of the home.
12. The husband shall retain the Nissan Armada and the wife shall retain the Honda Pilot. The parties shall ensure that the insurances and registrations are properly in the names of each respective party.
13. The wife has the right to access the marital residence to retrieve belongings that are hers including but not limited to firearms which were previously the property of her relatives. The parties shall transfer the firearms in accordance with the law in every respect.
14. Each party shall retain their respective bank accounts and pay their respective debts.
15. The husband shall be entitled to retain his retirement accounts free and clear from any claim by the wife.

16. The husband shall file his 2022 and 2023 tax returns by June 30, 2024.

17. Dissolution shall enter.

Shluger, J.

A handwritten signature in black ink, appearing to be 'J. Shluger', written over a horizontal line. The signature is stylized and cursive.